

MASKED SINGER VIEWING PARTY OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

WXIX will have sole responsibility for picking winners of passes (from entries on FOX19NOW.com) to the Masked Singer Viewing Party. THE PARTY SOURCE, and not WXIX, is solely responsible for choosing any winners of the Masked Singer judging contest at the Masked Singer viewing party– *i.e.*, selecting notifying and/or choosing winners attending the Viewing Party competition or taking part in any competition at the event.

1. PROMOTION DATES

- a. The MASKED SINGER Viewing Party (“Promotion”) will begin on Monday, September 16, 2019 at 9:00 a.m. and end on Tuesday, September 24, 2019 at 4:00 p.m. ET.
- b. The deadline for entries is Tuesday, September 24 at 12 noon ET.

2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all legal residents who are 21 years of age or older at the time of entry and who live in: Ohio: Hamilton, Clermont, Brown, Adams, Highland, Clinton, Warren, Butler, Prebble, Montgomery, Greene and Middletown. Kentucky: Gallatin, Boone, Kenton, Campbell, Owen, Grant, Pendleton, Bracken, Robertson, Mason, Harrison, Carroll and Scott. Indiana: Jefferson, Jennings, Ripley, Decatur, Franklin, Fayette, Union, Dearborn, Ohio, Switzerland and Wayne. Employees of WXIX (the “Station”), its parent, subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other broadcasting stations in the Cincinnati DMA, and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States, in NY and FL, as applicable, and where prohibited.
- b. Only one winner per email address is permitted. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. By submission of an entry, an entrant releases Facebook from any responsibility or

liability for the Promotion's administration, prizes or promotion. You are providing entry information to the Station and not to Facebook.

c. Participants, and participants guest, must provide proof they are age twenty-one (21) or over and sign release at the party venue.

d. Entrants are required to provide truthful information and the Station will reject and delete any entry that it discovers to be false or fraudulent. The Station will disqualify any entry from any individual who does not meet the eligibility requirements and will also delete any entry as required by law.

3. ENTRY

a. To participate in the Promotion, you may enter via the following method(s):

VIA INTERNET – The public may enter the Masked Singer Viewing-Party ticket giveaway by going to FOX19NOW.com. Follow the links and instructions to enter and submit your first name and last name, complete address, city, state, zip code, telephone number, date of birth, and a valid email address in the online entry form. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address. Multiple entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Station. The contest/sweepstakes administrator's computer is the official time-keeping device for the Promotion.

c. Only one entry per email address on FOX19NOW.com during the entry period, September 16, 2019 at 9 a.m. ET thru September 24, 2019 at 1p.m.

4. PRIZES AND ODDS OF WINNING

a. Each winner will receive two (2) passes to the Masked Singer viewing party at Carnegie Hall at Newport, 401 Monmouth St, Newport, KY 41071 starting at 7 p.m. ET on September 25, 2019. Approximate value of each pass is \$25.

b. The ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED on the FOX19.COM/Masked page.

c. Winners do NOT need to watch, listen or be present to win passes to the Masked Singer Viewing Party.

e. There is no substitution, transfer, or cash equivalent for prizes, except that the Station may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses. Any tickets awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets. Other restrictions may apply.

5. WINNER SELECTION AND NOTIFICATION

a. Decisions of Station management with respect to the Promotion are final.

b. On September 24th at 4 p.m. ET, seventy-five (75) winners of two (2) passes will be drawn at random from all entries received at FOX19NOW.com.

c. Winner(s) must execute and return any required affidavit of eligibility and release, publicity release, and/or guest/traveling companion release within ten (10) days of notification attempt or winner will be disqualified and the prize will be forfeited and an alternate winner(s) may be chosen by random drawing]. If a potential winner(s) cannot be contacted, fails to complete, sign and return any required affidavit of eligibility and release, publicity release, and/or guest/traveling companion release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner(s) will be disqualified and will forfeit the prize. An entrant who provides a mobile wireless number to the Station in connection with a promotion, including by entering via text message or providing a mobile number for winner notification purposes, is responsible for informing the Station if his or her number is reassigned to another person at any time before the end of the Promotion set forth in Section I.a. of these rules, and for providing an alternative number where he or she may be reached.

d. Winner notification will be via email at address associated with the contestant's entry. Prize or prize certificates will not be mailed to the winner(s). The Station, its sponsor(s), or promotional partner(s) are not responsible for the safe arrival of a prize or prize certificate. Winners will receive passes to the party at the venue's "will-call" desk one (1) hour before the event.

6. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the Station (in combination with any prizes won in Promotions run by any other Gray television station) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for the Station or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, the Station may, where legal, require a winner (and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to the Station any required release.

c. To the fullest extent permitted by law, by participating in the Promotion, you:

i. agree to grant the Station a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;

ii. acknowledge that the Station reserves the right, in its sole discretion, not to use the Materials at all; and

iii. represent and warrant that: you are 21 years of age or older; you have the full legal right, power and authority to grant to the Station the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and

neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

d. Prior to awarding any prize or prize certificate and depending on the nature of the prize and eligibility requirements of the Promotion, the Station in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.

e. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the Station, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. The Station may also require eligible Promotion winner(s) and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return to the Station any required release.

f. The Station, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the Station's website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The Station further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Station's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the Station in its sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the Station reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The Station's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control

of the Station, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Station reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

g. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Due to online streaming delays, online viewers of station programming may have difficulty participating in on-air contests. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Station's control.

h. To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:

i. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);

ii. any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);

iii. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys' fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

iv. any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State or Commonwealth in which the Station is located, without regard to the conflicts of laws and rules of that State or Commonwealth;

v. any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State or Commonwealth in which

the Station is located, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and

vi. if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

i. The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

j. To obtain a copy of the Official Rules or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed, stamped envelope specifying "Official Rules" or "Winner List" to Masked Singer Viewing-Party Ticket Giveaway. Winner List or Official Rules Request, WXIX Masked Singer Viewing-Party Ticket Giveaway, 635 West 7th Street, Suite 200, Cincinnati, OH 45203. A copy of the Official Rules and a list of winner(s) (when complete) are also available during regular business hours at the main studio of WXIX, 650 Gest Street, Cincinnati, OH 45203, All such requests must be received within thirty (30) days following completion of the Promotion.

7. OFFICIAL RULES, TERMS OF USE AGREEMENT & PRIVACY POLICY

By entering this Promotion, you agree to be bound by these Official Rules and the Station's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at: <https://www.fox19.com/terms-of-service/> and www.fox19.com/privacy-policy or at the main studio of WXIX 650 Gest St., Cincinnati, OH 45203.

Sponsor(s): The Party Source, Riviera Dr., Bellevue, KY 41073 and WXIX, 635 West 7th Street, Suite 200, Cincinnati, OH 45203.